BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

NOTICE OF MEETING AND AGENDA
9:00 a.m., Tuesday, February 26, 2013**
Claiborne Building Conference Center
Auditorium, Room 100, “The Louisiana Purchase Room”
1201 North Third Street
Baton Rouge, Louisiana

A. Call to Order

B. Roll Call

C. Invocation

D. Approval of minutes of January 11, 2013 Board meeting

E. REPORT OF ACADEMIC AND STUDENT AFFAIRS COMMITTEE

1. **Grambling State University**’s request for approval of a Proposal to offer a Bachelor of Science degree program in Child Development and Early Literacy.

2. **Nicholls State University**’s request for approval to award an Honorary Doctor of Humane Letters degree to Mr. F. Travis Lavigne, Jr. at the Spring Commencement Exercises.

3. **Southeastern Louisiana University**’s request for approval of a Letter of Intent/Proposal to establish a Bachelor of Science degree program in Information Technology.

4. **University of Louisiana at Lafayette**’s request for approval to offer the Master of Education, Curriculum and Instruction, degree program via distance learning technologies.

* Executive Session, pursuant to R.S. 42:6.1, may be required.
** Persons wishing to make public comment should fill out a Public Comment Card

Gambling State University  Louisiana Tech University  McNeese State University
Nicholls State University  Northwestern State University  Southeastern Louisiana University
University of Louisiana at Lafayette  University of Louisiana at Monroe  University of New Orleans
5. University of New Orleans’ request for approval to award an Honorary Doctor of Humane Letters degree to Mr. John Larroquette at the Spring Commencement Exercises.


7. Other Business

F. REPORT OF ATHLETIC COMMITTEE

1. Louisiana Tech University’s request for approval of a contractual agreement between Head Football Coach Louis L. Holtz, Jr., Louisiana Tech University, and Louisiana Tech University Foundation, effective December 14, 2012.

2. Northwestern State University’s request for approval of a contractual agreement with Mr. Jay Thomas, Head Football Coach, effective January 5, 2013.

3. Northwestern State University’s request for approval of a contractual agreement with Mr. Hugh Hernesman, Co-Head Women’s Volleyball Coach, effective March 1, 2013.

4. Northwestern State University’s request for approval of a contractual agreement with Ms. Stephanie Hernesman, Co-Head Women’s Volleyball Coach, effective March 1, 2013.

5. Northwestern State University’s request for approval of an amendment to a contractual agreement with Mr. George Van Linder, Head Women’s Soccer Coach, effective February 26, 2013.

6. Northwestern State University’s request for approval of an amendment to a contractual agreement with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective February 26, 2013.

7. Northwestern State University’s request for approval of an amendment to a contractual agreement with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective February 26, 2013.

8. Northwestern State University’s request for approval of an amendment to a contractual agreement with Mr. Lane Burroughs, Head Men’s Baseball Coach, effective February 26, 2013.

9. Northwestern State University’s request for approval of an amendment to a contractual agreement with Mr. Donald Pickett, Head Women’s Softball Coach, effective February 26, 2013.
10. **Northwestern State University**’s request for approval of an amendment to a contractual agreement with Mr. Mike McConathy, Head Men’s Basketball Coach, effective February 26, 2013.

11. **University of Louisiana System**’s report of significant athletic activities for the period of November 17, 2012 to February 8, 2013.

12. Other Business

G. **REPORT OF AUDIT COMMITTEE**

1. **University of Louisiana System**’s report on internal and external audits submitted for the period of November 17, 2012 to February 8, 2013.

2. Other Business

H. **REPORT OF FACILITIES PLANNING COMMITTEE**

1. **Louisiana Tech University**’s request for approval to transfer a 38,853-square-foot University-owned parcel to the City of Ruston for the purpose of constructing a fire station.

2. **Northwestern State University**’s request for approval to name the Photography Studio the *Robert Crew Photography Studio*.

3. **Southeastern Louisiana University**’s request for approval to demolish Wilson Hall.

4. **University of Louisiana at Monroe**’s request for approval to name the School of Nursing Building the *Kitty DeGree Hall* in memory of the late Mrs. Kitty DeGree.

5. **University of Louisiana at Monroe**’s request for approval to demolish a small facility owned by the University.

6. Other Business

I. **REPORT OF FINANCE COMMITTEE**

1. **Grambling State University**’s request for approval of student referendum to create a self-assessed fee related to athletics.

2. **Grambling State University**’s request for approval of student referendum to create a self-assessed fee related to a recycling program.

3. **Grambling State University**’s request for approval of student referendum to create a self-assessed fee related to its theatre program.
4. **Louisiana Tech University**’s request for approval to amend an existing Ground Lease and Facilities Lease in order to refund the University’s outstanding Series 2003 Bonds in connection with the issuance of the new Series 2013 Revenue Refunding Bonds.

5. **Nicholls State University**’s request for approval of a student referendum to create a self-assessed fee related to athletics.

6. **Southeastern Louisiana University**’s request for approval of an Amendment to the Cooperative Endeavor Agreement with Regina Coeli Child Development Center.

7. **University of Louisiana at Monroe**’s request for approval of a student referendum related to the Student Activity Enhancement Fee.

8. **University of New Orleans**’ request for approval of affiliation agreement between the University of New Orleans and the University of New Orleans Foundation.

9. **University of New Orleans**’ request for approval of affiliation agreement between University of New Orleans and Privateer Athletic Foundation.

10. **University of New Orleans**’ request for approval of affiliation agreement between University of New Orleans and University of New Orleans International Alumni Association.

11. **University of Louisiana System**’s request for approval to establish LEQSF (8g) Endowed Professorships/Chairs/First Generation Scholarships as follows:

    a. **Grambling State University**
       1) Councilman Joe Shyne Endowed Professorship for Nursing Practice in the College of Professional Studies
       2) Senator Gregory Tarver Endowed Professorship for Nursing Education in the College of Professional Studies

    b. **Nicholls State University**
       1) The Stephen & Rebecca Hulbert First Generation Endowed Undergraduate Scholarship

    c. **Northwestern State University**
       1) Willis-Knighton Health Care System Endowed Professorship in Nursing #7
       2) Willis-Knighton Health Care System Endowed Professorship in Nursing #8

    d. **Southeastern Louisiana University**
       1) The Steve Cossé/Murphy Oil First Generation Scholarship
       2) The Myra LaRue First Generation Scholarship
e. **University of Louisiana at Lafayette**

1) Ira and Judith Dearing/BORSF Endowed First Generation Scholarship in Business
2) Delhomme LeBlanc & Assoc., LLC/BORSF Endowed First Generation Scholarship in Accounting
3) J.E. Fike Memorial/BORSF Endowed First Generation Scholarship in Accounting
4) Northwestern Mutual of Louisiana/BORSF Endowed First Generation Scholarship in Marketing Sales
5) Alex and Loretta Durant Theriot, Jr./BORSF Endowed First Generation Scholarship in Business
6) Mr. and Mrs. E.P. “Pat” Nalley/BORSF Endowed Professorship in Business Administration 2012
7) John W. & Bonnie B. Sarver and Julie Sarver Boucher/BORSF Endowed Professorship in Accounting
8) Alex & Loretta Durand Theriot, Jr./BORSF Chair in Civil Engineering

f. **University of New Orleans**

1) Joseph Logsdon Professorship in History Teaching
2) Carl E. Muckley First Generation Scholarship in History

12. **Nicholls State University’s** request for approval to convert the Otto Candies Endowed Chair in Information Systems to three “super” professorships, one at $500,000 and two at $250,000.

13. **University of Louisiana System’s** request for approval of the 2013-14 Undergraduate and Graduate Mandatory Attendance Fees and Non-Resident Fees and Schedule as required by LA GRAD Act.

14. **University of Louisiana System’s** discussion of Fiscal Year 2012-13 second quarter financial reports and ongoing assurances.

15. **University of Louisiana System’s** semi-annual report on alternatively financed projects.

16. **Other Business**

J. **REPORT OF PERSONNEL COMMITTEE**

1. **Louisiana Tech University’s** request for approval to appoint Dr. Lawrence J. Leonard as Dean of the College of Education effective March 1, 2013.
2. **University of New Orleans**’ request for approval to continue the appointment of Dr. Norman Whitley as Interim Dean of the College of Engineering until December 31, 2014.

3. **University of New Orleans**’ request for approval to appoint Dr. Steven Johnson as Interim Vice President for Research and Economic Development effective January 1, 2013.

4. **University of New Orleans**’ request for approval to appoint Dr. Wendy Schluchter as Interim Dean of the College of Sciences effective January 1, 2013.

5. Other Business

K. **REPORT OF LEGISLATION COMMITTEE**

   1. Update on the 2013 Regular Session of the Legislature

   2. Other Business

L. **SYSTEM PRESIDENT’S BUSINESS**

   1. Personnel Actions

   2. System President’s Report

   3. Other Business

M. **BOARD CHAIR’S BUSINESS**

   1. Board Chair’s Report

   2. Other Business

N. Other Business

O. Adjournment
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

February 26, 2013

Item F.1. Louisiana Tech University’s request for approval of a contractual agreement between Head Football Coach Louis L. Holtz, Jr., Louisiana Tech University, and Louisiana Tech University Foundation, effective December 14, 2012.

EXECUTIVE SUMMARY

This agreement is for the five-year period from December 14, 2012 through the final game of the 2017 season. During this period Coach shall receive an annual base salary of $200,000 from the University for each of the five years. The Louisiana Tech University Foundation shall pay Coach $300,000 for each of the five years for his role in the Louisiana Tech Radio Network and for Coach’s role as a fundraiser for Louisiana Tech Football.

Performance Incentives—Athletic Performance Goals:

- BCS Bowl National Championship; Coach shall earn a $150,000 supplemental payment.
- Post-season Bowl; if team participates, Coach shall earn a $25,000 supplemental payment if a non-BCS bowl game, and $100,000 supplemental payment if a BCS bowl game.
- National Coach of the Year; Coach shall earn a $50,000 supplemental payment.
- Conference title championship; Coach shall earn a $25,000 supplemental payment.
- Coach of the Year within university athletic conference; Coach shall earn a $25,000 supplemental payment.

The preceding supplemental payments are cumulative and the maximum Coach may earn during each football season is $250,000. Supplemental payments shall be payable from the athletic funds in the Louisiana Tech University Foundation.

Performance Incentives—Academic Performance Goals:

- Coach shall earn a $25,000 supplemental payment if the football team achieves an Academic Progress Rate of greater than or equal to 950.
- Coach shall earn a $35,000 supplemental payment if the football team achieves an Academic Progress Rate of greater than or equal to 960.
- Coach shall earn a $45,000 supplemental payment if the football team achieves an Academic Progress Rate of greater than or equal to 970.
The preceding supplemental payments shall begin with the reporting period for the 2012-2013 academic year, and are not cumulative. The maximum Coach may earn during each football season is $45,000. Supplemental payments shall be payable from the athletic funds in the Louisiana Tech University Foundation.

Coach is entitled to reimbursement from the Foundation for household moving expenses and the use of a vehicle. Benefactors may provide golf and social memberships. Coach may also receive funds through the University from agreements with shoe and/or apparel manufacturers.

If the University terminates this agreement without cause, the Louisiana Tech University Foundation shall pay liquidated damages to Coach equal to the guaranteed compensation for the remainder of the terms of the contract.

If the Coach terminates the contract without cause prior to the final game of the 2014 football season (including bowl game), Coach shall be liable to the Foundation for liquidated damages of $1,000,000. If the Coach terminates the contract without cause following the final game of the 2014 football season (including bowl game) and prior to the final game of the 2017 football season (including bowl game), Coach shall be liable to the Foundation for liquidated damages of $500,000.

The University and the Louisiana Tech University Foundation have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University’s request for approval of a contractual agreement between Head Football Coach Louis L. Holtz, Jr., Louisiana Tech University, and Louisiana Tech University Foundation, effective December 14, 2012.
Feb 6, 2013

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Please find attached a contract and agreement between Head Football Coach Louis L. Holtz, Jr., Louisiana Tech University, and the Louisiana Tech University Foundation. This is being submitted for consideration at the February meeting of the Board. Your approval of this contact and agreement is requested.

Sincerely,

Daniel D. Reneau
President

de

Attachment
CONTRACT OF EMPLOYMENT:
HEAD FOOTBALL COACH

STATE OF LOUISIANA
PARISH OF LINCOLN

This agreement is made and entered into on this 18th day of February, 2013, between Louisiana Tech University (hereinafter referred to as “UNIVERSITY”) and through its President, Dr. Daniel D. Reneau, and Louis L. Holtz, Jr. (hereinafter referred to as “COACH”). This agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System (hereinafter referred to as “BOARD”), the management board for Louisiana Tech University. Louisiana Tech University Foundation, Inc. (hereinafter referred to as “FOUNDATION”) joins in this agreement consenting to the obligations incurred by it.

EMPLOYMENT OF HEAD FOOTBALL COACH

1.0 Employment

1.1 The UNIVERSITY does hereby employ COACH as head football coach, and COACH does hereby accept employment and agrees to perform all of the services pertaining to the football program which are reasonably required of COACH, as well as, other services as may be reasonably contemplated hereunder, all as reasonably prescribed by the UNIVERSITY through its President and Director of Athletics.

1.2 COACH shall be responsible, and shall report, directly to the UNIVERSITY’S Director of Athletics and shall confer with the Director of Athletics or the Director’s designee on all administrative and technical matters. COACH shall also be under the general supervision of UNIVERSITY President.

1.3 COACH shall supervise and manage the football team and shall perform such
other duties for the UNIVERSITY'S athletic program as the Director of Athletics may reasonably assign, provided such other services are consistent with the services and duties of an NCAA Division 1-A head football coach.

1.4 COACH agrees to represent the UNIVERSITY positively in public and private forums and shall not engage in conduct that reflects adversely on the UNIVERSITY or its athletic programs.

2.0 Term

2.1 The term of this agreement is for a fixed period of five (5) years, commencing on the 14th day of December, 2012, and terminating without further notice to COACH on the final football game of the 2017 season (including a bowl game), unless extended under the terms of this agreement.

2.2 This agreement is renewable solely upon an offer from the UNIVERSITY and an acceptance by COACH, both of which must be in writing, signed by the parties and approved by the BOARD. This agreement in no way grants COACH a claim to tenure in employment, nor shall COACH’s service pursuant to this agreement count in any way toward tenure at the UNIVERSITY.

2.3 This agreement may be amended or extended at any time during the period of this contract by mutual signed agreement of both parties and approval by the BOARD.

3.0 Compensation

3.1 In consideration of COACH’S services and satisfactory performance of this agreement, UNIVERSITY shall pay COACH a base annual salary for the term of this agreement, through equal monthly payments, in the following amounts each year:

(a) December 14, 2012, through December 13, 2013, $200,000.00;
(b) December 14, 2013, through December 13, 2014, $200,000.00,
(c) December 14, 2014, through December 13, 2015, $200,000.00;
(d) December 14, 2015, through December 13, 2016, $200,000.00;
(e) December 14, 2016, through December 13, 2017, $200,000.00.
(f) Per diem payments for days employed beyond December 13, 2017, and until a new contract is signed or until employment is terminated shall be made in the amount of $547.95 per day.

3.2 The Louisiana Tech University Foundation (hereinafter referred to as the “FOUNDATION”) through its athletic funds shall pay COACH the following amounts, through equal monthly payments during the period of this agreement for COACH’s role in the Louisiana Tech Radio Network and for COACH’s role as a fundraiser for Louisiana Tech Football:
(a) December 14, 2012, through December 13, 2013, $300,000.00;
(b) December 14, 2013, through December 13, 2014, $300,000.00;
(c) December 14, 2014, through December 13, 2015, $300,000.00;
(d) December 14, 2015, through December 13, 2016, $300,000.00;
(e) December 14, 2016, through December 13, 2017, $300,000.00.
(f) Per diem payments for days employed beyond December 13, 2017, and until a new contract is signed or until employment is terminated shall be made in the amount of $821.92 per day.

3.3 COACH accepts his role with the FOUNDATION as an independent contractor and agrees that the services provided pursuant to that role are in his capacity as an independent contractor, not an agent or employee of the UNIVERSITY or the FOUNDATION. Payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of
computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes.

3.4 Payment from FOUNDATION is contingent upon COACH making reasonable efforts to promote the radio broadcast and making reasonable efforts to increase funding for Louisiana Tech Football. COACH shall not unreasonably refuse to personally contact sponsors, potential sponsors, donors and/or potential donors to generate or increase revenues provided such requests do not interfere with COACH'S coaching duties.

3.5 COACH shall not appear on any television or radio program or advertisement not authorized by the UNIVERSITY without the prior written approval of the UNIVERSITY, such approval not to be unreasonably withheld, except routine news media interviews for which no compensation is received. COACH may appear on television or radio programs not in conflict with pre-game, post-game or coach's shows with prior written approval of the UNIVERSITY, such approval not be unreasonably withheld.

4.0 Employee Benefits

UNIVERSITY will provide COACH the opportunity to participate in benefit plans for health insurance, dental insurance, retirement, disability, and life insurance on a basis consistent with other UNIVERSITY employees of a similar status. Such benefits will be based upon COACH's base annual salary as provided by UNIVERSITY.

5.0 Performance Incentives – Athletic Performance Goals

5.1 In recognition of exemplary performance and the additional work that is required for post-season games and events and as an incentive for COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, the FOUNDATION agrees within sixty (60) days after the game or event to
pay to COACH the following supplemental payments:

a. **BCS Bowl National Championship:** If the football team wins the BCS Bowl (or its successor equivalent) National Championship, then COACH shall earn a supplemental payment in the amount of $150,000.

b. **Post-season bowl:** If the football team participates in a non-BCS post-season bowl, then COACH shall earn a supplemental payment in the amount of $25,000. If the football team participates in a BCS post-season bowl (or is successor equivalent), including the BCS Bowl National Championship (or is successor equivalent), then COACH shall earn a supplemental payment in the amount of $100,000.

c. **National Coach of the Year:** If COACH is named National Coach of the Year, the COACH shall earn a supplemental payment in the amount of $50,000.

d. **Conference title championship:** If the football team wins the conference title, then COACH shall earn a supplemental payment in the amount of $25,000.

e. **Coach of the Year:** If COACH is voted Coach of the Year in the UNIVERSITY’S affiliated athletic conference, then COACH shall earn a supplemental payment of $25,000.

5.2 The supplemental payments specified herein are cumulative. The maximum COACH may earn during each football season under this provision is $250,000. Any supplemental payment pursuant to this section earned shall be payable within 60 days of earning from the FOUNDATION, solely from the athletic funds held by the FOUNDATION. Supplemental payments made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes.
6.0 Performance Incentives – Academic Performance Goals

6.1 In recognition of exemplary performance and the additional work that is required to ensure that his student athletes excel academically as well as athletically, and as an incentive for COACH to achieve the goals described below, and since such additional work generally results in an influx of private gifts to the FOUNDATION, the FOUNDATION, solely from the athletic funds held by it, agrees within sixty (60) days after the official reporting of results by the NCAA to pay to COACH the following supplemental payments:

a. If the football team achieves a single year APR Rate of greater than or equal to 950, then COACH shall earn a supplemental payment of $25,000.

b. If the football team achieves a single year APR Rate of greater than or equal to 960, then COACH shall earn a supplemental payment of $35,000.

c. If the football team achieves a single year APR Rate of greater than or equal to 970, then COACH shall earn a supplemental payment of $45,000.

6.2 Supplemental payments for exemplary APR Rates shall begin with the reporting period for the 2012-13 academic year. Supplemental payments for exemplary APR Rates shall terminate effective with COACH’s employment with the University.

6.3 The supplemental payments for APR Rates specified herein are not cumulative. The maximum COACH may earn annually pursuant this provision is $45,000.

6.4 Supplemental payments for APR Rates specified herein made to COACH from FOUNDATION shall not be considered earned income for the purpose of computation of retirement benefits. No withholdings will be made from these payments, and COACH shall be responsible for all applicable taxes.

7.0 Additional Benefits Package
7.1 COACH shall be entitled to reimbursement for household moving expenses to be paid only from the athletic funds of the FOUNDATION.

7.2 COACH shall be entitled to the use of vehicle(s) to be provided either by the FOUNDATION or pursuant to that certain multi-media sponsorship agreement between the FOUNDATION and Learfield Sports.

7.3 For as long as a certain university benefactor makes memberships available to LOUISIANA TECH ATHLETICS, COACH shall be entitled to golf and social club membership(s) as typically provided to the Head Football Coach.

8.0 Camps and Clinics

8.1 COACH may operate a camp for the teaching of athletic pursuits on UNIVERSITY property to the end of better utilization of the facilities and with suitable compensation paid to UNIVERSITY for the use of such facilities. The use of UNIVERSITY facilities will be determined by the availability of those facilities as established by the UNIVERSITY.

8.2 It is specifically agreed that in the operation of such camps, COACH acts for himself in his private capacity and not as an agent or employee of the UNIVERSITY and that this agreement constitutes merely a license to use the property and facilities subject to the conditions set forth in the athletic department camp policy or adopted by the UNIVERSITY President and Athletics Council. COACH agrees to protect, indemnify and save harmless the UNIVERSITY from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities. COACH is an independent contractor during said camp
activities and, as such, is licensed to use certain facilities of the UNIVERSITY. COACH, as a UNIVERSITY employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of UNIVERSITY facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

9.0  Shoe and/or Apparel Contracts

UNIVERSITY shall receive and then pay to COACH any funds for which he is responsible in obtaining for UNIVERSITY through his endorsements of shoe, apparel or equipment manufacturers. The benefits shall not be considered earned income for the purpose of computation of retirement benefits, and COACH shall be responsible for all applicable taxes. Any endorsement agreements must be approved in writing by the Director of Athletics, such approval not to be unreasonably withheld.

10.0  Outside Income-Subject to Compliance with Board Rules

10.1  COACH shall be prohibited from receiving athletically related benefits or compensation other than as previously described herein from any other source without prior written consent of UNIVERSITY, such consent not to be unreasonably withheld.

10.2  COACH shall be authorized to earn other revenue while employed by the UNIVERSITY, but such activities are independent of his UNIVERSITY employment, and the UNIVERSITY shall have no responsibility for any claims arising therefrom. COACH shall be entitled to retain revenue generated from his operation of football camps and/or football clinics in accordance with UNIVERSITY policy relating to camps or clinics conducted by Athletic Department personnel. All outside income will be subject to approval in accordance with the
Board of Supervisors for the University of Louisiana System policies, such approval not to be unreasonably withheld.

10.3 COACH shall report annually in writing to the President on or before July 1st all athletically related income from sources outside the UNIVERSITY including, but not limited to, income from annuities, sports camps, housing benefits, complimentary ticket sales, television and radio programs and endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers or sellers, and the UNIVERSITY shall have reasonable access to all records of COACH to verify this report (NCAA Constitution Article 11.2.2).

11.0 Compliance with NCAA, Conference and University Rules

11.1 COACH shall abide by the rules and regulations of the NCAA, Conference and UNIVERSITY. If found in violation of NCAA regulations, COACH shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). COACH may be suspended for a period of time, without pay, or the employment of COACH may be terminated if COACH is found to be involved in deliberate and serious violations of NCAA, Conference and UNIVERSITY regulations (NCAA Constitution 11.2.1).

11.2 COACH shall also abide by state and federal laws, the State of Louisiana Code of Government Ethics, UNIVERSITY policies and regulations, and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a UNIVERSITY official and shall always attempt to create goodwill and a good image for the UNIVERSITY.

12.0 Football Staff

COACH shall have the authority to select unclassified football personnel upon
authorization by the Director of Athletics and approval by the Board of Supervisors for the University of Louisiana System.

13.0 Termination

13.1 If COACH is terminated without cause during the term of the contract, as liquidated damages, the FOUNDATION shall pay COACH the Guaranteed Compensation for the remainder of the term of the contract. For purposes of this provision, Guaranteed Compensation means the annual base salary set forth in Section 3.1 herein, and the radio and television component set forth in Section 3.2 herein. These amounts shall be payable by the FOUNDATION solely through its athletic funds and will be due as amounts would have become due if COACH were still employed by UNIVERSITY. FOUNDATION, in its sole discretion, may accelerate payments due to COACH. These payments shall not be subject to any mitigation.

13.2 In the event COACH terminates the contract without cause prior to the final game of the 2014 football season (including a bowl game), COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $1,000,000. In the event COACH terminates the contract without cause following the final game of the 2014 football season (including a bowl game) and prior to the final game of the 2017 football season (including a bowl game), COACH shall be liable to the FOUNDATION for liquidated damages in the amount of $500,000. The liquidated damages shall be due and payable in a lump sum within 60 days of the date of termination.

13.3 Just cause for termination of COACH by the UNIVERSITY shall include the following:

a. Insubordination, including but not limited to, deliberate and serious failure to
follow reasonable instructions from the Director of Athletics or deliberate and serious failure to comply with Athletics Department policies and procedures;

b. Deliberate and serious violations of the duties outlined in this Contract of Employment or refusal or unwillingness to perform such duties in good faith and to the best of COACH’s abilities;

c. Any conduct of COACH in violation of any criminal statute of moral turpitude;

d. A serious or intentional violation of any law or of any policy, rule, regulation, constitutional provision, bylaw or interpretation of the UNIVERSITY, the NCAA or the athletic conference of which the UNIVERSITY is a member, which violation may, in the sole judgment of the UNIVERSITY, reflect adversely upon the UNIVERSITY or its athletic program, including any violation which may result in the UNIVERSITY being sanctioned by the NCAA or the athletic conference of which the UNIVERSITY is a member;

e. A serious or intentional violation of any law or of any policy, rule, regulation, constitutional provision, bylaw or interpretation of the UNIVERSITY, the NCAA or the athletic conference of which the UNIVERSITY is a member, by COACH, which violation may, in the sole judgment of the UNIVERSITY, reflect adversely upon the UNIVERSITY or its athletic program, including any violation which may result in the UNIVERSITY being sanctioned by the NCAA or the conference of which the UNIVERSITY is a member;

f. Conduct of the COACH which, in the reasonable judgment of the UNIVERSITY as determined by the Director of Athletics with concurrence of the President, is seriously prejudicial to the best interests of the UNIVERSITY or its athletic program, would tend to bring public disrespect, contempt, scandal, or ridicule on COACH or UNIVERSITY, which otherwise fails to follow the moral and ethical standard reasonable expected of COACH as a leading
representative of the Department of Athletics and UNIVERSITY, or which violates the UNIVERSITY’s mission; or

g. Prolonged absence from duty without the consent of COACH’s reporting superior.

13.4 If COACH terminates the contract, or if the contract is terminated for cause, neither the UNIVERSITY nor the FOUNDATION shall be liable for any payments or benefits after the date of termination, except for amounts previously earned (including supplemental payments) but not yet paid.

13.5 COACH may be terminated at any time due to financial circumstances in which the UNIVERSITY or the University of Louisiana System has declaration of financial exigency. Such a termination can be based on consideration of budgetary restrictions and priorities for maintenance of program and services. In the event of such termination, COACH will receive six (6) months notice of termination or six (6) months regular pay in lieu of such notice. All compensation, including salary, benefits, and other remuneration incidental to employment cease upon termination.

13.6 Prior to termination of COACH, UNIVERSITY will obtain approval from the President of the University of Louisiana System.

13.7 In the event any dispute arises between the parties concerning this agreement, the party alleging a breach by the other must give written notice to the other detailing the alleged dispute or breach 60 days prior to initiating legal action. If a lawsuit is filed concerning a dispute over this agreement, such suit must be filed in Lincoln Parish, Louisiana, and the prevailing party is entitled to recover attorney’s fees in addition to any other relief awarded by the court.
14.0 Invalid Provisions

If any provision or provisions hereof shall be deemed invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions to alter the bounds thereof in order to render it valid and enforceable.

15.0 Notice Provision

Any notice provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the party who is to receive such notice or three (3) days after it is mailed by U.S. registered, certified, or first-class mail to such party.

Unless hereinafter changed by written notice to COACH, any notice to the UNIVERSITY shall be sent to:

Bruce Van De Velde  
Athletics Director  
Louisiana Tech University  
1650 West Alabama  
Ruston, LA 71272

With copy to:

Jennifer Riley  
Legal Counsel  
Louisiana Tech University Foundation  
P.O. Box 3183  
Ruston, LA 71272

Unless hereinafter changed by written notice to the UNIVERSITY, any notice to COACH shall be sent to:

Louis L. Holtz, Jr.  
5013 W. San Miguel St.  
Tampa, FL 33629

With copy to:

Michael J. Messaglia  
Krieg DeVault LLP  
One Indiana Square, Suite 2800  
Indianapolis, Indiana 46204
16.0 Merger Clause/No Oral Modification

This agreement constitutes and expresses the entire agreement and understanding of the parties regarding any employment of COACH by the UNIVERSITY and regarding any of the matters or things therein provided or previously discussed or mentioned in reference to such employment. There are no oral, written or other contracts, understandings, letter agreements, promises or representations between the parties regarding the subject matter of these agreements. These agreements cannot be changed, modified or amended except by written instrument signed by both parties.

SIGNATURE PAGE TO FOLLOW
CONTRACT OF EMPLOYMENT:
HEAD FOOTBALL COACH

SIGNATURE PAGE

DANIEL D. RENEAU
PRESIDENT
LOUISIANA TECH UNIVERSITY

BRUCE VAN DE VELDE
DIRECTOR OF ATHLETICS
LOUISIANA TECH UNIVERSITY

LOUIS L. HOLTZ, JR.
HEAD FOOTBALL COACH

BENJAMIN L. DENNY
PRESIDENT
LOUISIANA TECH UNIVERSITY FOUNDATION, INC.
RE: LOUISIANA TECH UNIVERSITY
CONTRACT OF EMPLOYMENT
HEAD FOOTBALL COACH

Approved by the Board of Supervisors of the University of Louisiana System at its
meeting on the _________ day of ______________________, 2013.

SECRETARY
BOARD OF SUPERVISORS
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

February 26, 2013

Item F.2. Northwestern State University’s request for approval of a contractual agreement with Mr. Jay Thomas, Head Football Coach, effective January 5, 2013.

EXECUTIVE SUMMARY

Under the proposed agreement, effective through February 29, 2016, the Coach’s salary for each year is $116,000, payable in 26 equal installments. The Northwestern State University Foundation may pay Coach supplemental incentive compensation as follows:

- Use of a cell phone with a long distance and text message plan at a maximum monthly rate of $70 per month.
- Coach will also have use of a vehicle provided by an automobile dealership. Coach will be required to maintain appropriate insurance as required by the automobile dealership and/or the Director of Athletics. If a vehicle is not available, a car stipend will be provided.
- Annual $2,500 stipend for participating in pre-game and post-game radio interviews.
- $2,000 salary supplement for winning the regular season conference championship, or if team qualifies for or is selected to play in the FCS playoffs.
- $2,000 salary supplement for each round team wins in the FCS playoffs.
- $5,000 salary supplement should team qualify for FCS National Championship.
- $10,000 salary supplement for winning FCS National Championship.
- $1,500 if he is selected as “Southland Conference Coach of the Year.”
- $1,000 for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The NSU Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration).

If Coach chooses to terminate the contract without cause, Coach would be liable to the University for liquidated damages on the following basis: $50,000 during the first year; $40,000 after the second year; and $30,000 after the third year.

The University and the NSU Foundation have combined this agreement into one joint employment agreement.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contractual agreement with Mr. Jay Thomas, Head Football Coach, effective January 5, 2013.
February 7, 2013

Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third St., Suite 7-300
Baton Rouge, LA 70802

Re: Head Football Coach Contract - Jay Thomas

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract for Head Football Coach - Jay Thomas to be placed on the agenda for the February 2013 Board meeting. Please note that this involves a multi-year contract provision.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
NORTHEASTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for JAY THOMAS

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of the 5th day of January, 2013, by and between Northwestern State University (hereinafter “University”) represented by Dr. Randall J. Webb, President; the NSU Foundation (hereinafter “Foundation”); and Jay Thomas, Head Football Coach of Northwestern State University (hereinafter “Coach”).

WITNESSETH:

WHEREAS, the University requires the services of a Head Football Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Jay Thomas as Head Football Coach at Northwestern State University, and Jay Thomas does hereby accept said employment and agrees to perform all those services pertaining to Head Football Coach as prescribed by the University through the President and the Director of Athletics.

1.1. Coach shall be responsible, and shall report, directly to Northwestern State University’s Director of Athletics (the “Director”) and shall confer with the Director or the Director’s designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University’s President.

1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University’s athletic program as the Director may assign.

1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

2. TERM

The employment under the terms of this contract shall be for the period January 5, 2013 to February 29, 2016, subject to approval of the University of Louisiana Board Of Supervisors. Upon agreement between University and Coach, and with approval by the University of Louisiana System Board of Supervisors, an annual rollover of the original contract may be initiated.

3. BASE SALARY

The University shall pay the Coach a base annual salary payable in 26 equal installments as follows:

First Year of Contract
One-Hundred Sixteen Thousand Dollars ($116,000) payable in 26 equal installments:
Second Year of Contract

One-Hundred Sixteen Thousand Dollars ($116,000) payable in 26 equal installments:

Third Year of Contract

One-Hundred Sixteen Thousand Dollars ($116,000) payable in 26 equal installments:

3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with paragraph 9.

3.2. The Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state services.

4. EMPLOYEE BENEFITS

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University non-classified employee.

5. CAMPS AND CLINICS

a. Coach Thomas may operate and receive additional compensation for camps/clinics as outlined in the athletic department’s policy regulating camps and clinics.

   All revenues from university camps/clinics will be deposited into Coach Thomas’ university camp budget. After all expenses are met, Coach Thomas may be compensated up to the amount of surplus remaining in the account, or use the profits to pay his assistant coaches, supplement his university women’s volleyball operating budget, or a combination of the three, at his discretion.

b. Camps operated through the university camp budget will not be subject to facility fees.

c. Conducting Camps and clinics are considered a part of Coach Thomas’ job description related to promoting the University and the athletic department, thus Coach Hernesman will not be required to take leave while conducting camps run through the University camp budget.

d. Coach Hernesman’s camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.

f. Private Camps

Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.

It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
- The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- The Coach agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
  - Workers’ Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
  - Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the...
use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

- The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

6. **SUPPLEMENTAL INCENTIVE COMPENSATION**

During his employment as Head Football Coach, Coach Thomas shall receive a mobile phone with a long distance and text message plan through the NSU Foundation at a maximum monthly rate of $70 per month. Monthly overages on the mobile phone account will be paid either from the coach’s NSU Athletic Association fund raising account or from personal funds.

Coach Thomas will be allowed to obtain a vehicle provided by an automobile dealership. Coach will be required to maintain appropriate insurance as required by the automobile dealership and/or the Director of Athletics and must adhere to all requirements of the Athletic Department courtesy car policy. In addition, an annual $2,500 stipend for participating in pre- and post-game radio interviews will be provided by the NSU Foundation on an as funds available basis.

Coach Thomas will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team qualifies for or is selected to play in the NCAA FCS playoffs. Coach Thomas will earn an additional $2,000 salary supplement for each round his NSU team wins in the FCS playoffs and will receive an additional $5,000 should his team qualify for the FCS National Championship game and an additional $10,000 if his team wins the FCS national championship. Furthermore, Coach Thomas shall receive a $1,500 salary supplement should he be selected as “Southland Conference Coach of the Year.” These post season earned salary supplements will be paid from athletic accounts in the NSU Foundation.

Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy. Incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. All incentives shall be funded by the NSU Foundation and paid through University payroll.

7. **OUTSIDE INCOME**

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).
8. **STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS**

Coach shall abide by the rules and regulations of the NCAA, Conference and University rules. If Coach is personally found to be in violation of NCAA regulations, Coach shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). Coach may be suspended for a period of time, without pay, or the employment of Coach may be terminated if Coach is found to be personally guilty of deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

9. **TERMINATION**

Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. In the event the University terminates the Contract without cause, the Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. Amounts due for the year which comes due during the University’s fiscal year ending June 30 shall be paid by the University. The remaining amounts due, which come beyond the current University fiscal year, shall be funded solely by the NSU Foundation. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the Northwestern State University Foundation of any obligations to make further payments. In the event Coach Thomas terminates the Contract without cause, Coach Thomas would be liable to the University for Liquidated Damages on the following basis - Fifty-Thousand ($50,000) Dollars during the first year, Forty-Thousand ($40,000) after the second year and Thirty-thousand ($30,000) after the third year. Should Coach’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures. Prior to termination of Coach, University will obtain approval from the President of the University of Louisiana System.

10. **ASSOCIATE/ASSISTANT COACHES**

The Coach shall have the authority to select the assistant coaches with consent of the Athletic Director, President and approval of the Board of Supervisors. Assistant coaches shall be appointed as University un-classified employees.

11. **AMENDMENT**

This Contract may be amended and/or extended by the mutual consent of the parties.
IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:

[Signatures]

NORTHWESTERN STATE UNIVERSITY

BY

JAY THOMAS, Head Football Coach

BY

GREGORY S. BURKE, Director of Athletics

BY

BRAD LAIRD, Director
Northwestern State University Foundation

BY

DR. RANDALL WEBB, President
Northwestern State University

BY

[Signature]
University of Louisiana System
Dr. Sandra Woodley, President
Item F.3. **Northwestern State University**’s request for approval of a contractual agreement with Mr. Hugh Hernesman, Co-Head Women’s Volleyball Coach, effective March 1, 2013.

**EXECUTIVE SUMMARY**

Under the proposed three-year agreement, effective through February 29, 2016, the Coach’s salary for each year is $40,158, payable in 26 equal installments. The Northwestern State University Foundation may provide Coach incentive supplements as follows:

- Use of a cell phone with a long distance and text message plan at a maximum monthly rate of $70 per month.
- Use of a vehicle provided by an automobile dealership. Coach will be required to maintain appropriate insurance as required by the automobile dealership and/or the Director of Athletics. If a vehicle is not available, a car stipend will be provided.
- $10,000 housing stipend.
- $2,000 salary supplement for winning the regular season conference championship or if his team is selected to play in the NCAA Tournament.
- $2,000 for each round his team wins in the NCAA Tournament.
- $3,000 if his team qualifies for the “Sweet 16.”
- $1,500 if he is selected as “Southland Conference Coach of the Year.”
- $1,000 financial incentive for academic success as defined by University Athletic Department policy.

If the University terminates the agreement without cause, Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The NSU Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration).

If Coach chooses to terminate the contract without cause, Coach would be liable to the University for liquidated damages on the following basis: $10,000 during the first year; $5,000 after the second year; and $2,500 after the third year.

The University and the NSU Foundation have combined this agreement into one joint employment agreement.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of a contractual agreement with Mr. Hugh Hernesman, Co-Head Women’s Volleyball Coach, effective March 1, 2013.
February 7, 2013

Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third St., Suite 7-300
Baton Rouge, LA 70802

Re: Co-Head Women's Volleyball Coaches Contract - Hugh Hernesman

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract for Co-Head Women's Volleyball Coach - Hugh Hernesman to be placed on the agenda for the February 2013 Board meeting. Please note that this involves a multi-year contract provision.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/po

Attachment
NORTHWESTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for HUGH HERNESMAN

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of the 1st day of March, 2013, by and between Northwestern State University (hereinafter "University") represented by Dr. Randall J. Webb, President; the NSU Foundation (hereinafter “Foundation”); and Hugh Hernesman, Co-Head Women’s Volleyball Coach of Northwestern State University (hereinafter “Coach”).

WITNESSETH:

WHEREAS, the University requires the services of a Co-Head Women’s Volleyball Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Hugh Hernesman as Co-Head Women’s Volleyball Coach at Northwestern State University, and Hugh Hernesman does hereby accept said employment and agrees to perform all those services pertaining to Co-Head Women’s Volleyball Coach as prescribed by the University through the President and the Director of Athletics.

1.1. Coach shall be responsible, and shall report, directly to Northwestern State University’s Director of Athletics (the “Director”) and shall confer with the Director or the Director’s designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University’s President.

1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University’s athletic program as the Director may assign.

1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

2. TERM

The employment under the terms of this contract shall be for the period March 1, 2013 to February 29, 2016, subject to approval of the University of Louisiana Board Of Supervisors. Upon agreement between University and Coach, and with approval by the University of Louisiana System Board of Supervisors, an annual rollover of the original contract may be initiated.

3. BASE SALARY

The University shall pay the Coach a base annual salary payable in 26 equal installments as follows:

First Year of Contract
Forty-Thousand One-Hundred Fifty-Eight Dollars ($40,158) payable in 26 equal installments:
Second Year of Contract

Forty-Thousand One-Hundred Fifty-Eight Dollars ($40,158) payable in 26 equal installments.

Third Year of Contract

Forty-Thousand One-Hundred Fifty-Eight Dollars ($40,158) payable in 26 equal installments.

3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with paragraph 9.

3.2. The Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state services.

4. EMPLOYEE BENEFITS

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University non-classified employee.

5. CAMPS AND CLINICS

a. Coach Hernesman may operate and receive additional compensation for camps/clinics as outlined in the athletic department’s policy regulating camps and clinics.

   All revenues from university camps/clinics will be deposited into Coach Hernesman’s university camp budget. After all expenses are met, Coach Hernesman may be compensated up to the amount of surplus remaining in the account, or use the profits to pay his assistant coaches, supplement his university women’s volleyball operating budget, or a combination of the three, at his discretion.

b. Camps operated through the university camp budget will not be subject to facility fees.

c. Conducting Camps and clinics are considered a part of Coach Hernesman’s job description related to promoting the University and the athletic department, thus Coach Hernesman will not be required to take leave while conducting camps run through the University camp budget.

d. Coach Hernesman’s camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
e. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.

f. Private Camps

Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.

It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
- The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- The Coach agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
  o Workers’ Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
  o Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

- Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the
6. SUPPLEMENTAL INCENTIVE COMPENSATION

During his employment as Co-Head Volleyball Coach, Coach Hernesman shall receive a mobile phone with a long distance and text message plan through the NSU Foundation at a maximum monthly rate of $70 per month. Monthly overages on the mobile phone account will be paid either from the coach’s NSU Athletic Association fund raising account or from personal funds.

Coach Hernesman will be allowed to obtain a vehicle provided by an automobile dealership. Coach will be required to maintain appropriate insurance as required by the automobile dealership and/or the Director of Athletics and must adhere to all requirements of the Athletic Department courtesy car policy. If a vehicle is not available, a car stipend from the NSU Foundation will be provided on an as funds available basis.

In addition, Coach Hernesman will receive a $10,000 housing stipend, payable equally in 26 payments annually, from NSU Foundation funds.

Coach Hernesman will receive a single earned salary supplement of $2,000 for winning the regular season conference championship or if his team qualifies for or is selected to play in the NCAA tournament. Coach Hernesman will earn an additional $2,000 salary supplement for each round his NSU team wins in the NCAA tournament and will receive an additional $3,000 should his team qualify for the “Sweet 16” in the NCAA tournament. Furthermore, Coach Hernesman shall receive a $1,500 salary supplement should he be selected as “Southland Conference Coach of the Year.” These post season earned salary supplements will be paid from athletic accounts in the NSU Foundation.

Coach is also eligible to receive a $1,000 financial incentive for academic success as defined by University Athletic Department policy. Incentives shall be subject to all mandatory withholdings and are inclusive of employer matches for retirement and Medicare payments. All incentives shall be funded by the NSU Foundation and paid through University payroll.

7. OUTSIDE INCOME

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of his University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The
8. **STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS**

Coach shall abide by the rules and regulations of the NCAA, Conference and University rules. If Coach is personally found to be in violation of NCAA regulations, Coach shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). Coach may be suspended for a period of time, without pay, or the employment of Coach may be terminated if Coach is found to be personally guilty of deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the University of Louisiana System. In public appearances he shall at all times conduct himself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.

9. **TERMINATION**

Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. In the event the University terminates the Contract without cause, the Coach shall be entitled to 75% of the base salary that he would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. Amounts due for the year which comes due during the University’s fiscal year ending June 30 shall be paid by the University. The remaining amounts due, which come beyond the current University fiscal year, shall be funded solely by the NSU Foundation. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the Northwestern State University Foundation of any obligations to make further payments. In the event Coach Hernesman terminates the Contract without cause, Coach Hernesman would be liable to the University for Liquidated Damages on the following basis - Ten-Thousand ($10,000) Dollars during the first year, Five-Thousand ($5,000) after the second year and Two-thousand, Five Hundred ($2,500) after the third year. Should Coach’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures. Prior to termination of Coach, University will obtain approval from the President of the University of Louisiana System.

10. **ASSOCIATE/ASSISTANT COACHES**

The Coach shall have the authority to select the assistant coaches with consent of the Athletic Director, President and approval of the Board of Supervisors. Assistant coaches shall be appointed as University un-classified employees.

11. **AMENDMENT Extension**
This Contract may be amended and/or extended by the mutual consent of the parties.
IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:

NORTHWESTERN STATE UNIVERSITY

BY

Hugh Hernesman, Co-Head Coach

BY

Gregory S. Burke, Director of Athletics

BY

Brad Laird, Director
Northwestern State University Foundation

BY

Dr. Randall Webb, President
Northwestern State University

BY

University of Louisiana System
Dr. Sandra Woodley, President
Item F.4.  Northwestern State University’s request for approval of a contractual agreement with Ms. Stephanie Heresman, Co-Head Women’s Volleyball Coach, effective March 1, 2013.

EXECUTIVE SUMMARY

Under the proposed three-year agreement, effective through February 29, 2016, the Coach’s salary for each year is $30,000, payable in 26 equal installments. The Northwestern State University Foundation may provide Coach use of a cell phone with a long distance and text message plan at a maximum monthly rate of $70 per month.

If the University terminates the agreement without cause, Coach shall be entitled to 75% of the base salary that she would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. The University is responsible for the current fiscal year compensation, through the end of the fiscal year (June 30). The NSU Foundation is responsible for the remaining months in the agreement (the next July 1 through expiration).

If Coach chooses to terminate the contract without cause, Coach would be liable to the University for liquidated damages on the following basis: $5,000 during the first year; $3,000 after the second year; and $1,500 after the third year.

The University and the NSU Foundation have combined this agreement into one joint employment agreement.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approved Northwestern State University’s request for approval of a contractual agreement with Ms. Stephanie Heresman, Co-Head Women’s Volleyball Coach, effective March 1, 2013.
February 7, 2013

Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third St., Suite 7-300
Baton Rouge, LA 70802

Re: Co-Head Women’s Volleyball Coaches Contract - Stephanie Hernesman

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract for Co-Head Women’s Volleyball Coach - Stephanie Hernesman to be placed on the agenda for the February 2013 Board meeting. Please note that this involves a multi-year contract provision.

Thank you for your consideration of this request.

Sincerely,

Randall J. Webb
President

RJW/pc

Attachment
NORTHWESTERN STATE UNIVERSITY

CONTRACT OF EMPLOYMENT
for STEPHANIE HERNESMAN

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THIS AGREEMENT, made and entered into as of the 1st day of March, 2013, by and between Northwestern State University (hereinafter "University") represented by Dr. Randall J. Webb, President; the NSU Foundation (hereinafter “Foundation”); and Stephanie Hernesman, Co-Head Women’s Volleyball Coach of Northwestern State University (hereinafter “Coach”).

WITNESSETH:

WHEREAS, the University requires the services of a Co-Head Women’s Volleyball Coach and has selected the Coach to perform those services,

NOW, THEREFORE, the parties agree as follows:

1. EMPLOYMENT

The University does hereby employ Stephanie Hernesman as Co-Head Women’s Volleyball Coach at Northwestern State University, and Stephanie Hernesman does hereby accept said employment and agrees to perform all those services pertaining to Co-Head Women’s Volleyball Coach as prescribed by the University through the President and the Director of Athletics.

1.1. Coach shall be responsible, and shall report, directly to Northwestern State University’s Director of Athletics (the “Director”) and shall confer with the Director or the Director’s designee on all administrative and technical matters. Coach shall also be under the general supervision of Northwestern State University’s President.

1.2. Coach shall manage and supervise the team and shall perform such other duties in Northwestern State University’s athletic program as the Director may assign.

1.3. Coach agrees to represent Northwestern State University positively in public and private forums and shall not engage in conduct that reflects adversely on Northwestern State University or its athletic programs.

2. TERM

The employment under the terms of this contract shall be for the period March 1, 2013 to February 29, 2016, subject to approval of the University of Louisiana Board Of Supervisors. Upon agreement between University and Coach, and with approval by the University of Louisiana System Board of Supervisors, an annual rollover of the original contract may be initiated.

3. BASE SALARY

The University shall pay the Coach a base annual salary payable in 26 equal installments as follows:

First Year of Contract

Thirty-Thousand Dollars ($30,000) payable in 26 equal installments:
Second Year of Contract
Thirty-Thousand Dollars ($30,000) payable in 26 equal installments:

Third Year of Contract
Thirty-Thousand Dollars ($30,000) payable in 26 equal installments:

3.1. The University does not guarantee amounts due under this contract beyond the current year of performance. Should the contract be terminated for any reason, amounts due shall be in accordance with paragraph 9.

3.2. The Coach may be eligible for cost of living or merit pay increases in addition to the stated base salary. The Coach is also subject to pay adjustments according to economic circumstances that affect all employees in the unclassified state service.

4. EMPLOYEE BENEFITS

The Coach shall participate in the mandatory employee benefit plans and be eligible for optional employee benefit plans as would any other University non-classified employee.

5. CAMPS AND CLINICS

a. Coach Hernesman may operate and receive additional compensation for camps/clinics as outlined in the athletic department’s policy regulating camps and clinics.

   All revenues from university camps/clinics will be deposited into Coach Hernesman’s university camp budget. After all expenses are met, Coach Hernesman may be compensated up to the amount of surplus remaining in the account, or use the profits to pay her assistant coaches, supplement her university women’s volleyball operating budget, or a combination of the three, at her discretion.

b. Camps operated through the university camp budget will not be subject to facility fees.

c. Conducting Camps and clinics are considered a part of Coach Hernesman’s job description related to promoting the University and the athletic department, thus Coach Hernesman will not be required to take leave while conducting camps run through the University camp budget.

d. Coach Hernesman’s camp budget will be charged for a personal injury insurance policy approved by the University for camp/clinic participants.
c. The Director of Athletics will be the administrative officer of the University who will be advised by the coach of any problems or questions which may arise out of the operation of the camps.

f. Private Camps

Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.

It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
- The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- The Coach agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
  - Workers’ Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
  - Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

- Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the
use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.

- The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

6. **SUPPLEMENTAL INCENTIVE COMPENSATION**

During her employment as Co-Head Volleyball Coach, Coach Hernesman shall receive a mobile phone with a long distance and text message plan through the NSU Foundation at a maximum monthly rate of $70 per month. Monthly overages on the mobile phone account will be paid either from the coach’s NSU Athletic Association fund raising account or from personal funds.

Supplemental Income for incentive-based performance achievements has been outlined in the contract for the program’s other head coach, Hugh Hernesman, who is the spouse of Stephanie Hernesman.

7. **OUTSIDE INCOME**

The Coach shall be authorized to earn other revenue while employed by the University but such activities are independent of her University employment and the University shall have no responsibility for any claims arising there from. All outside income will be subject to approval in accordance with the Board of Supervisors for the University of Louisiana System policies.

Coach shall report annually in writing to the President through the Athletic Director on July 1st of each year all athletically related income received from sources outside the University. The University shall have reasonable access to all records of Coach to verify this report (NCAA Constitution Article 11.2.2).

8. **STANDARDS OF CONDUCT AND COMPLIANCE WITH NCAA AND CONFERENCE REGULATIONS**

Coach shall abide by the rules and regulations of the NCAA, Conference and University rules. If Coach is personally found to be in violation of NCAA regulations, Coach shall be subject to disciplinary or corrective action as set forth in the NCAA enforcement procedures (NCAA Constitution 11.2.1). Coach may be suspended for a period of time, without pay, or the employment of Coach may be terminated if Coach is found to be personally guilty of deliberate and serious violations of NCAA, Conference and University regulations (NCAA Constitution 11.2.1).

Coach shall also abide by the State of Louisiana Code of Government Ethics, University Policy and Regulations, federal laws, other state laws and the policies and regulations of the University of Louisiana System. In public appearances she shall at all times conduct herself in a manner that befits a University official and shall always attempt to create goodwill and a good image for the University.
9. **TERMINATION**

Either party may terminate this agreement without just cause prior to the expiration of its terms by giving thirty (30) days written notice to the other party. In the event the University terminates the Contract without cause, the Coach shall be entitled to 75% of the base salary that she would have earned in the years remaining in the contract, less compensation received by the Coach from any other employment. Amounts due for the year which comes due during the University’s fiscal year ending June 30 shall be paid by the University. The remaining amounts due, which come beyond the current University fiscal year, shall be funded solely by the NSU Foundation. Failure to make reasonable efforts to secure employment shall be cause for termination of this agreement, and release of the Northwestern State University Foundation of any obligations to make further payments. In the event Coach Hernesman terminates the Contract without cause, Coach Hernesman would be liable to the University for Liquidated Damages on the following basis – Five-Thousand ($5,000) Dollars during the first year, Three-Thousand ($3,000) after the second year, and One-Thousand, Five-Hundred ($1,500) Dollars after the third year. Should Coach’s contract be terminated for just cause, the University shall not be liable for any payments or benefits specified in this agreement past the effective date of termination. Just cause for termination shall include, but not be limited to, violation or gross disregard of state or federal laws, NCAA or conference regulations or university policies or procedures. Prior to termination of Coach, University will obtain approval from the President of the University of Louisiana System.

10. **ASSOCIATE/ASSISTANT COACHES**

The Coach shall have the authority to select the assistant coaches with consent of the Athletic Director, President and approval of the Board of Supervisors. Assistant coaches shall be appointed as University un-classified employees.

11. **AMENDMENT Extension**

This Contract may be amended and/or extended by the mutual consent of the parties.
IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES

NORTHWESTERN STATE UNIVERSITY

BY

STEPHANIE HERNESMAN, Co-Head Coach

BY

GREGORY S. BURKE, Director of Athletics

BY

BRAD LAIRD, Director
Northwestern State University Foundation

BY

DR. RANDALL WEBB, President
Northwestern State University

BY

University of Louisiana System
Dr. Sandra Woodley, President
BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

February 26, 2013

Item F.5. Northwestern State University’s request for approval of an amendment to a contractual agreement with Mr. George Van Linder, Head Women’s Soccer Coach, effective February 26, 2013.

EXECUTIVE SUMMARY

In January 2012, the Head Women’s Soccer Coach and the University entered into a contractual agreement. The University has now established certain conditions to which the Coach must adhere if he holds any private sports camps or clinics.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of an amendment to a contractual agreement with Mr. George Van Linder, Head Women’s Soccer Coach, effective February 26, 2013.
February 7, 2013

Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third St., Suite 7-300
Baton Rouge, LA 70802

Re: Head Women’s Soccer Coach Contract Amendment - George Van Linder

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract amendment for Head Women’s Soccer Coach - George Van Linder to be placed on the agenda for the February 2013 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
EMPLOYMENT AMENDMENT
HEAD WOMEN’S SOCCER COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 26th day of February, 2013, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "Foundation"); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and George Van Linder (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective January 29, 2012, whereby NSU agreed to employ and COACH accepted employment as the Head Women’s Soccer Coach of NSU under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreement:

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. TERM: Section 5.0 shall be amended to include:

   Private Camps

   Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.

   It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

   - Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
   - The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
   - The Coach agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
     - Workers’ Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
     - Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
• Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
• Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
• The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
• The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
• The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

This Amendment is effective February 26, 2013 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and NSUF have executed this Agreement as of the date first written above.

WITNESSES:

George Van Linder, Head Women’s Soccer Coach

Gregory S. Burke, Director of Athletics

Brad Laird, NSU Foundation

Dr. Randall J. Webb, President
Northwestern State University

Dr. Sandra Woodley, President
University of Louisiana System
Item F.6.  Northwestern State University’s request for approval of an amendment to a contractual agreement with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective February 26, 2013.

EXECUTIVE SUMMARY

In April 2012, the Co-Head Women’s Basketball Coach and the University entered into a contractual agreement. The University has now established certain conditions to which the Coach must adhere if she holds any private sports camps or clinics.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of an amendment to a contractual agreement with Ms. Brooke Stoehr, Co-Head Women’s Basketball Coach, effective February 26, 2013.
February 7, 2013

Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third St., Suite 7-300
Baton Rouge, LA 70802

Re: Co-Head Women’s Basketball Coaches Contract Amendment - Brooke Stoehr

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract amendment for Co-Head Women’s Basketball Coach - Brooke Stoehr to be placed on the agenda for the February 2013 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
EMPLOYMENT AMENDMENT
CO-HEAD WOMEN’S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 26th day of February, 2013, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "Foundation"); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and Brooke Stoehr (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective April 17, 2012, whereby NSU agreed to employ and COACH accepted employment as the Co-Head Women’s Basketball Coach of NSU under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreement:

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. TERM: Section 5.0 shall be amended to include:

   Private Camps

   Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.

   It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

   • Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
   • The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
   • The Coach agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
     o Workers’ Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
     o Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
• Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
• Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
• The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
• The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
• The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

This Amendment is effective February 26, 2013 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and NSUF have executed this Agreement as of the date first written above.

WITNESSES:

[Signatures]

Brooke Stoehr, Co-Head Women’s Basketball Coach

GREGORY S. BURKE, Director of Athletics

BRAD LAIRD, NSU Foundation

[Signatures]

DR. RANDALL J. WEBB, President
Northwestern State University

University of Louisiana System
Dr. Sandra Woodley, President
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

February 26, 2013

Item F.7. Northwestern State University’s request for approval of an amendment to a contractual agreement with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective February 26, 2013.

EXECUTIVE SUMMARY

In April 2012, the Co-Head Women’s Basketball Coach and the University entered into a contractual agreement. The University has now established certain conditions to which the Coach must adhere if he holds any private sports camps or clinics.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of an amendment to a contractual agreement with Mr. Scott Stoehr, Co-Head Women’s Basketball Coach, effective February 26, 2013.
February 7, 2013

Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third St., Suite 7-300
Baton Rouge, LA 70802

Re: Co-Head Women's Basketball Coaches Contract Amendment - Scott Stoehr

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract amendment for Co-Head Women's Basketball Coach - Scott Stoehr to be placed on the agenda for the February 2013 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Randall J. Webb
President

RJW/pc

Attachment
EMPLOYMENT AMENDMENT
CO-HEAD WOMEN’S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 26th day of February, 2013, between the Northwestern State University (NSU) Foundation (hereinafter referred to as 'Foundation'); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and Scott Stoehr (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective April 17, 2012, whereby NSU agreed to employ and COACH accepted employment as the Co-Head Women’s Basketball Coach of NSU under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreement:

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. TERM: Section 5.0 shall be amended to include:

   Private Camps

   Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.

   It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

   - Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
   - The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
   - The Coach agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
     - Workers’ Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
     - Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
• Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
• Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
• The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
• The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
• The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

This Amendment is effective February 26, 2013 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and NSU Foundation have executed this Agreement as of the date first written above.

WITNESSES:

SCOTT STOEHR, Co-Head Women's Basketball Coach

GREGORY S. BURKE, Director of Athletics

BRAD LAIRD, NSU Foundation

DR. RANDALL J. WEBB, President
Northwestern State University

Dr. Sandra Woodley, President
University of Louisiana System
Item F.8. Northwestern State University’s request for approval of an amendment to a contractual agreement with Mr. Lane Burroughs, Head Men’s Baseball Coach, effective February 26, 2013.

EXECUTIVE SUMMARY

In July 2012, the Head Men’s Baseball Coach and the University entered into a contractual agreement. The University has now established certain conditions to which the Coach must adhere if he holds any private sports camps or clinics.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors for the University of Louisiana System hereby approve Northwestern State University’s request for approval of an amendment to a contractual agreement with Mr. Lane Burroughs, Head Men’s Baseball Coach, effective February 26, 2013.
February 7, 2013

Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third St., Suite 7-300
Baton Rouge, LA 70802

Re: Head Baseball Coach Contract Amendment - Lane Burroughs

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract amendment for Head Baseball Coach - Lane Burroughs to be placed on the agenda for the February 2013 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Randall J. Webb
President

RJW/pc

Attachment
EMPLOYMENT AMENDMENT
HEAD BASEBALL COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 26th day of February, 2013, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "Foundation"); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and Thomas Lane Burroughs (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective July 1, 2012, whereby NSU agreed to employ and COACH accepted employment as the Head Baseball Coach of NSU under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreement:

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. TERM: Section 5.0 shall be amended to include:

   Private Camps

   Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.

   It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

   - Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
   - The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
   - The Coach agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
     - Workers’ Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
     - Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
- Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
- The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
- The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
- The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

This Amendment is effective February 26, 2013 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and NSUF have executed this Agreement as of the date first written above.

WITNESSES:

THOMAS LANE BURROUGHS, Head Baseball Coach

GREGORY S. BURKE, Director of Athletics

BRAD LAIRD, NSU Foundation

DR. RANDALL J. WEBB, President
Northwestern State University

University of Louisiana System
Dr. Sandra Woodley, President
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

February 26, 2013

Item F.9. Northwestern State University’s request for approval of an amendment to a contractual agreement with Mr. Donald Pickett, Head Women’s Softball Coach, effective February 26, 2013.

EXECUTIVE SUMMARY

In July 2010, the Head Women’s Softball Coach and the University entered into a contractual agreement. The University has now established certain conditions to which the Coach must adhere if he holds any private sports camps or clinics.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of an amendment to a contractual agreement with Mr. Donald Pickett, Head Women’s Softball Coach, effective February 26, 2013.
February 7, 2013

Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third St., Suite 7-300
Baton Rouge, LA 70802

Re: Head Softball Coach - Donald Pickett, Contract Amendment

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract amendment for Head Softball Coach - Donald Pickett to be placed on the agenda for the February 2013 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
EMPLOYMENT AMENDMENT
HEAD SOFTBALL COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 26th day of February, 2013, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "Foundation"); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and Donald Pickett (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective July 1, 2010, whereby NSU agreed to employ and COACH accepted employment as the Head Softball Coach of NSU under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreement:

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. TERM: Section 5.0 shall be amended to include:

   Private Camps

   Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.

   It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

   - Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
   - The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
   - The Coach agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
     - Workers’ Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
     - Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
• Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
• Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
• The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
• The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
• The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

This Amendment is effective February 26, 2013 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and NSUF have executed this Agreement as of the date first written above.

WITNESSES:

[Signatures]

DONALD PICKETT, Head Softball Coach
GREGORY S. BURKE, Director of Athletics
BRAD LAIRD, NSU Foundation
DR. RANDALL J. WEBB, President
Northwestern State University

University of Louisiana System
Dr. Sandra Woodley, President
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

ATHLETIC COMMITTEE

February 26, 2013

Item F.10. Northwestern State University's request for approval of an amendment to a contractual agreement with Mr. Mike McConathy, Head Men’s Basketball Coach, effective February 26, 2013.

EXECUTIVE SUMMARY

In May 2011, the Head Men’s Basketball Coach and the University entered into a contractual agreement. The University has now established certain conditions to which the Coach must adhere if he holds any private sports camps or clinics.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval of an amendment to a contractual agreement with Mr. Mike McConathy, Head Men’s Basketball Coach, effective February 26, 2013.
February 7, 2013

Dr. Sandra Woodley, President
University of Louisiana System
1201 North Third St., Suite 7-300
Baton Rouge, LA 70802

Re: Head Men's Basketball Coach Contract Amendment- Mike McConathy

Dear Dr. Woodley:

Northwestern State University is submitting the attached contract amendment for Head Men's Basketball Coach - Mike McConathy to be placed on the agenda for the February 2013 Board meeting.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Randall J. Webb
President

RJW/pc

Attachment
EMPLOYMENT AMENDMENT
HEAD MEN’S BASKETBALL COACH

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

The Amendment is made and entered into on this 26th day of February, 2013, between the Northwestern State University (NSU) Foundation (hereinafter referred to as "Foundation"); Northwestern State University, through its President Dr. Randall J. Webb (hereinafter referred to as the "University" or "NSU"); and Mike McConathy (hereinafter referred to as "COACH"). This Agreement is subject to the approval of the Board of Supervisors of the University of Louisiana System, the management board for Northwestern State University.

Whereas, NSU and COACH entered into an original agreement effective May 1, 2011, whereby NSU agreed to employ and COACH accepted employment as the Head Men’s Basketball Coach of NSU under such terms and conditions as set forth within.

Whereas, the parties now desire to amend the aforesaid Agreement:

Now, therefore, in consideration of the promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. TERM: Section 5.0 shall be amended to include:

Private Camps

Coach may operate a camp for the teaching of athletic pursuits on University property to the end of better utilization of the facilities and with suitable compensation paid to the University for the use of such facilities. The use of University facilities will be determined by the availability of those facilities as established by University policy.

It is specifically agreed that in the operation of such camps, Coach acts for himself in his private capacity and not as an agent or employee of the University and that this agreement constitutes merely a license to use the property and facilities subject to the conditions hereafter stated.

- Special set-ups or changes in original set-up of facilities will be taken care of by the Coach with no cost to the University.
- The Coach agrees to pay the University all out-of-pocket costs incurred by the University in making the facilities available for the camps.
- The Coach agrees to secure a policy of insurance in a company approved by the University’s Risk Management Office under which the Board of Supervisors of the University of Louisiana System, the University, and its agents and servants, are named as the insured (or as an additional insured) which provides:
  - Workers’ Compensation and Employers Liability: Workers Compensation limits are required by the Labor Code of the State of Louisiana and Employers Liability coverage if Coach hires any employees to work at such camps and clinics.
  - Comprehensive General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
• Annual leave must be requested to cover the dates of the camp operation for all University personnel involved.
• Complete records will be maintained regarding income and expenditures associated with said camp and available for verification by University auditors.
• The Coach agrees to protect, indemnify and save harmless the University from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney’s fees, arising out of or in any way connected with any claim or action for property loss, personal injury or death during the operation of said camp activities.
• The Coach is an independent contractor during said camp activities and, as such, is licensed to use certain facilities of the University. The Coach, as a university employee, will undertake to observe and require campers and its staff to conform to the general rules applicable to the use of University facilities. This paragraph is designated to assure that nothing be done which is inconsistent with the maintenance of an educational campus environment and the character of a State institution which makes its facilities open to persons without discrimination.
• The Director of Intercollegiate Athletics will be the administrative officer of the University who will be advised by the Coach of any problems or questions which may arise out of the operation of summer camps.

This Amendment is effective February 26, 2013 and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, COACH and the duly authorized representatives of University and NSUF have executed this Agreement as of the date first written above.

WITNESSES:

[Signatures]

Mike McConathy, Head Men's Basketball Coach

Gregory S. Burke, Director of Athletics

Brad Laird, NSU Foundation

Dr. Randall F. Webb, President
Northwestern State University

University of Louisiana System
Dr. Sandra Woodley, President
Item F.11. University of Louisiana System’s report of significant athletic activities for the period of November 17, 2012 to February 8, 2013.

EXECUTIVE SUMMARY

Attached is a summary of significant athletic activities affecting ULS institutions since the last meeting of the Athletic Committee. The information was obtained from various sources including the institutions, conferences, NCAA, and news media.

This is a report only and no action by the Board is necessary.
University of Louisiana System
SUMMARY OF SIGNIFICANT ATHLETIC ACTIVITIES
November 17, 2012 to February 8, 2013

Grambling State University
The Grambling “Lady Tiger” Basketball team recently spent time with members of the North Louisiana Boys and Girls Clubs. Student athletes along with Assistant Women’s Basketball coach and “Lady Tiger” Community Service Liaison Brittany Taylor-James began their visit by motivating the young ladies of the club to believe in themselves and stay in school. “We want to encourage girls in the community”, said Coach Taylor-James. She told the girls in the audience “Be proud of who you are and eat healthy so you can do your best.”

Over 25 years has passed since Head Coach Doug Williams made history in the Super Bowl. Williams, who was then the quarterback, helped to lead the Washington Redskins to win Super Bowl XXII in San Diego, California. Not only was it a Super Bowl win for the Redskins, but Williams re-wrote the record books and still has the most memorable performance by a quarterback in Super Bowl History. He also became the first African-American Quarterback to win the Super Bowl and the MVP Award.

Former Grambling Defensive Back and NFL All-Pro, Albert Lewis, was named as a semi-finalist to the 2013 Pro Football Hall of Fame Class. Lewis played with the Kansas City Chiefs from 1983-1993 and then with the Los Angeles/Oakland Raiders from 1994-98.

Louisiana Tech University
On January 10, 2013, the Lady Techsters recorded another milestone as the team marked the 500th win in games played in Ruston and was 500-53 all-time at home. “What an awesome milestone,” said Tech head coach Teresa Weatherspoon. “This is a very special place to play. I had the opportunity to play in front of amazing fans and against amazing programs. And for our young ladies to win No. 500 in this fashion ... we hope everyone is proud of them.”

Louisiana Tech women’s soccer team and the Bulldog football players led the way with 15 combined selections as the University placed a total of 23 student-athletes on the Academic All-Western Athletic Conference list during the fall sports seasons for cross country, football, soccer and volleyball. In order to be eligible for the honor, a student-athlete must have completed at least one academic year, have at least a 3.0 cumulative grade point average, and have participated in at least 50 percent of the team’s contests. The Lady Techster soccer team led the way for Tech sports this fall with eight athletes recognized, followed by football with seven, five volleyball selections and men’s and women’s cross country naming three to the list.

Louisiana Tech punter Ryan Allen continued to set records as the Bulldog punter was named to the Football Writers Association of America (FWAA) All-America Team, becoming the first player in program history to claim unanimous All-America honors. To be considered a unanimous All-American, a player must receive All-America honors from the five recognized All-America teams set by the FWAA, Associated Press, American Football Coaches
Association, The Sporting News and the Walter Camp Football Foundation. A native of Salem, Oregon, Allen led the nation in punting this season with an average of 48.04 yards per punt and leads the nation in net punting with a net punting average of 43.51. He booted the longest punt this season of any punter in the country with an 85-yard kick at New Mexico State. Over 44 percent of his punts this season have landed inside the 20 and over 46 percent of his punts have gone over 50 yards. Allen became the first player to ever win the Ray Guy Award (nation’s top punter) in back-to-back years.

In soccer, Head Soccer Coach Kevin Sherry was honored as the Louisiana Sports Writers Association Coach of the Year after leading his young Lady Techster team to a 12-5-4 record that included an 11-game unbeaten streak and a tie with No. 19 ranked Denver. The 2012 LSWA All-Louisiana Collegiate Team was also highlighted by Lady Techster junior forward Emily Brennan who shared the Player of the Year honors with Southeastern’s senior goalkeeper Lacey Bockhaus.

Louisiana Tech quarterback Colby Cameron has been named the winner of the prestigious Sammy Baugh Award presented to college football’s top passer by The Touchdown Club of Columbus. The trophy was first presented in 1959 and has been held by legendary passers including Steve Young, John Elway, Bob Griese, and last year’s winner Case Keenum of Houston. Cameron is the first Bulldog honored by the TDC since Troy Edwards won the Paul Warfield Award in 1998. During the 2012 regular season Cameron established NCAA records for most consecutive pass attempts without an interception in a season (428) and in a career (444). The Newbury Park, California native recorded 4,147 passing yards, 31 touchdown passes, and a completion percentage of 69 percent. Cameron also posted a trio of 400-plus passing yard games including a career high 468 yards at San Jose State on November 24. Cameron directed an offense that was nationally ranked No. 1 in scoring and total offense and No. 4 nationally in passing offense. He directed a Bulldog unit that was the only team in the country to score 51 or more points in eight games during the season.

After a 9-3 season in football, and the nation’s top scoring offense, Louisiana Tech had 14 players named all-conference with two players receiving superlative honors. In all, Louisiana Tech had nine All-WAC First Team honorees and five Second Team honorees, the most in program history. Quarterback Colby Cameron was named the WAC Offensive Player of the Year. This is Louisiana Tech’s second WAC Offensive Player of the Year award as running back Ryan Moats was the 2004 recipient. Running back Kenneth Dixon was named the WAC Freshman of the Year after a record-setting rookie season. This is Louisiana Tech’s first WAC Freshman of the Year award.

Colby Cameron and Kenneth Dixon were named the Louisiana Offensive Player and Freshman of the Year, respectively, as the 2012 All-Louisiana football teams were announced by the Louisiana Sports Writers Association. In all, Tech had eight players receive first team All-Louisiana honors, more than any other team in the state.

Kenneth Dixon was also named Freshman All-America by the Football Writers Association of America. Dixon led the nation in scoring with 28 total touchdowns (27 rushing) breaking Marshall Faulk’s NCAA records for most touchdowns scored, most rushing touchdowns scored and most points, all for a freshman. Dixon had 200 rushes for 1,194 yards, just missing
averaging 100 yards a game at 99.5. Dixon set the WAC record for most rushing touchdowns at any class level.

Louisiana Tech graduate student Ray Holley was named to the Capital One Academic All-America First Team as selected by the Capital One Academic All-America® Division I football team as selected by the College Sports Information Directors of America. Holley is a graduate student pursuing a degree in Counseling with a 3.50 GPA.

Several Louisiana Tech student-athletes from various sports offered a helping hand away from the playing fields and courts in the 32nd annual St. Jude Radiothon held at Super 1 Foods in Ruston. Members of the women’s soccer, bowling, softball, track and field, volleyball and golf teams all joined in to help by collecting donations and taking phone calls at the booth live from Ruston’s Super 1 Foods at the event, which is sponsored by the Zeta Rho chapter of the philanthropic group Epsilon Sigma Alpha and KXXZ-107.5 FM.

McNeese State University
Postseason accolades keep rolling in for the McNeese State men’s cross country team as runners David Rooney and Stephen Kerr have been named the Louisiana Sports Writers Association Runner of the Year and Freshman of the Year, respectively, while head coach Brendon Gilroy was named the state’s Coach of the Year.

Senior guard Ashlyn Baggett has been named to the Capital One Academic All-District Women’s Basketball Team, selected by the College Sports Information Directors of America. The honor recognizes the nation’s top student-athletes for their combined performances athletically and in the classroom. Baggett is a recent Nursing graduate who possessed an overall 3.77 GPA.

The Cowboys’ basketball program became the first school in the history of the Southland Conference to capture 300 league wins in its career.

A total of 85 student athletes were named to the 2012 Southland Conference Commissioner’s Fall Academic Honor Roll. McNeese had the second highest number of student-athletes named to the list. Central Arkansas led the league with 112 honorees as a total of 695 student-athletes around the league made up the list. Of McNeese’s 85 selections, 10 earned a perfect grade 4.0 grade point average.

David Rooney made school history when he finished seventh at the 2012 NCAA Cross Country Championships and became the first runner in McNeese history to earn all-American honors. Rooney, the reigning Southland Conference champion and South Central Region runner-up, ran a 29:21.3 time in the 10K race and averaged 4:44 a mile.

First team All-Southland Conference offensive lineman Arinze Agada was joined by second team selection and fellow lineman Alec Savoie and defensive lineman Eric LeBlanc as members of the 2012 SLC all-academic football team. Agada and Savoie were selected to the first team while LeBlanc was named to the second team. This is the second straight year for both Savoie and LeBlanc to be named to the team.
Senior punt returner Darius Carey is one of 25 FCS players to be recognized by the College Football Performance Awards as he was announced as the 2012 Elite Punt Returner Award winner.

Soccer player Sarah LaLanne was named to the 2012 Southland Conference All-Academic Team by the league office. The Cypress, Texas native highlighted the list as a first team selection and was also one of four to earn a 4.00 GPA while majoring in accounting.

More than 970 student-athletes have been named to the Southland Conference Commissioner’s 2012 Spring Academic Honor Roll with McNeese leading the way with 106 honorees and had a total of 11 student-athletes with a perfect 4.0 GPA.

A month-and-a-half after helping guide McNeese to its first Southland Conference men’s cross country title in 12 years, graduate runner Alex Bruce-Littlewood became the school’s first-ever men’s cross country SLC Student-Athlete of the Year.

Senior offensive linemen Alec Savoie and Taylor Johnson, both who earned all-Southland Conference honors, took part in the 2012 Senior Scout Bowl in Myrtle Beach, South Carolina.

Junior middle blocker Courtmi Bauer has been named to the All-Louisiana volleyball team by the Louisiana Sports Writers Association.

Junior offensive lineman Arinze Agada was named to the 2012 All-Louisiana College Football First Team by the Louisiana Sports Writers Association team while junior safety Terence Cahee, junior running back Marcus Wiltz, and sophomore defensive end Everett Ellefson earned second team honors. Senior linebacker Joe Narcisse was named to the honorable mention squad.

McNeese media guides, releases and fact sheets won five awards from the Louisiana Sports Writers Association during the organization’s annual convention in Natchitoches. Sports Information Director, Louis Bonnette, who will retire on July 1, was responsible for the guides, releases, and fact sheets.

**Nicholls State University**

Senior outside hitter Kathryn Stock was named to the Southland Conference All-Academic second team, becoming the first volleyball player since 2009 to make the first or second team list. Playing out her final two years at Nicholls after transferring from Western Nebraska Community College in 2011, Stock maintained a 3.96 GPA while playing in 30 matches in her senior season.

Nicholls had 73 student-athletes who competed in fall sports named to the Southland Conference Commissioner’s Academic Honor Roll. Nicholls was one of six universities to boast at least 70 honorees in the league, with 13 who finished the fall semester with a 4.0 GPA.

The football team had five players – senior offensive lineman Gerald Gruenig, senior linebacker Kerry Guidry, junior defensive back Jordan Hanberry, sophomore wide receiver Josh Hanberry, and junior quarterback Landry Klann – named Southland Conference All-Academic.
Sophomore midfielder/forward, Kristy Tatom, has earned Southland Conference All-Academic second team honors, and is the second consecutive Nicholls women’s soccer player to make either the first or second team.

The football team landed two players on the All-Southland teams as middle linebacker Jordan Piper made second-team defense while sophomore Nick Scelfo was selected second-team offense for the second straight season. In addition, both players were named All-Louisiana as the Louisiana Sports Writers Association announced its 2012 all-state football teams.

Women’s cross country runner, Tessni Carruthers, was named to the Louisiana Sports Writers Association’s All-Louisiana team, being one of just three Southland Conference athletes to make the team.

Freshman soccer forward, Spencer Valdespino, was named to the 11-player Louisiana Sports Writers Association All-Louisiana first team.

The baseball team took time out of its schedule to visit cancer patients at Thibodaux Regional Medical Center, as they began preparations for the 2013 season. “We enjoyed it so much last year that we really wanted to be able to come back this year,” third-year head coach Seth Thibodeaux said. “We can’t thank the folks at Thibodaux Regional enough for allowing us to come in and help any way we can.”

**Northwestern State University**

Northwestern State volleyball co-head coaches Hugh and Stephanie Hernesman earned Coach of the Year honors as the Louisiana Sports Writers Association released its 2012 All-Louisiana college volleyball team. In addition to the Hernesmans’ award, Caiti O’Connell was named Freshman of the Year. Stacey DiFrancesco was named to the first team and Keelie Arneson and Emily Sweet made the second team.

Greg Burke, Athletic Director, was chosen as the 2013 recipient of the “Contribution to Amateur Football Award” from the north Louisiana chapter of the National Football Foundation and College Hall of Fame, to be presented during the S.M. McNaughton Chapter’s annual Scholar-Athletes Dinner on February 28 at East Ridge Country Club. Burke is the state’s longest-tenured athletics director in the midst of his 17th year in charge of NSU Athletics. He will join a greatly accomplished list of recipients of the honor including iconic Grambling coach Eddie Robinson, Heisman Trophy winner John David Crow, Super Bowl MVP Doug Williams, the father-son NFL star tandem of Dub and Bert Jones, NSU alumnus and NFL receiving record-holder Charlie Hennigan, NFL standouts Joe Ferguson, Stan Humphries, Pat Tilley, and legendary high school coaches Charlie Brown, Chick Childress, Red Franklin, Lee Hedges, Bill Ruple and Don Shows since the McNaughton Chapter began presenting the award in 1981.

Senior kicker John Shaughnessy picked up a pair of prestigious awards for excellence as a scholar-athlete, being included on the 2012 FCS Athletic Directors Association Academic All-Star Team presented by KP Sports, and the College Sports Journal’s FCS All-Academic Team. He was also named the Southland Conference Football Student-Athlete of the Year, heading a league-best group of five Demons on the 23-man 2012 Southland All-Academic Football Team.
Northwestern ranked third among the 10 Southland Conference member institutions with 78 student-athletes qualifying for the Southland Commissioner’s Fall Academic Honor Roll by compiling at least a 3.0 grade point average in the recently-completed semester. Student-athletes with 3.0 or better GPAs who were on teams that completed their seasons during the fall make up the honor roll. Fifteen NSU fall sports student-athletes posted a perfect 4.0 GPA in the fall semester.

Volleyball players, Keelie Arneson and Mackenzie Neely, were named to the Southland Conference All-Academic Team chosen by league coaches, sports information directors, and academic advisors. Arneson is a hospitality, management and tourism major with a 3.61 GPA. Neely is majoring in health and exercise sciences and has a cumulative GPA of 3.92.

Theresa Halle, a senior midfielder for the Northwestern State Lady Demon soccer team, has been named to the 2012 Southland Conference All-Academic First Team, as voted on by coaches and sports information directors throughout the conference. Halle is a member of the Louisiana Scholars College and is majoring in biology with an emphasis on pre-dentistry with a 3.94 GPA.

Sophomore defender, Jackie Strug, was named the 2012 Louisiana Sports Writers Association All-Louisiana Collegiate Women’s Soccer Newcomer of the Year.

Two-time All-America linebacker Derek Rose, along with classmate Jamaal White, earned All-Southland Conference honors for the third straight year as the league announced its 2012 football all-league team. In addition, both players were named All-Louisiana as the Louisiana Sports Writers Association announced its 2012 all-state football teams.

**Southeastern Louisiana University**

Excellent performance in the classroom earned the women’s soccer program the Team Academic Award from the National Soccer Coaches Association of America. Southeastern has earned the Team Academic Award in each of the past six seasons. A total of 12 members of this season’s Lady Lion roster carried 3.0 GPA’s or above into the fall semester.

For the second consecutive season, the women’s soccer program has received the National Soccer Coaches Association of America Team Ethics Award. The Lady Lions, who were assessed just three yellow cards all season, received the Silver Award, bestowed to programs with five or less yellow cards and no red cards. “We are pleased to receive this prestigious honor from the NSCAA,” Southeastern head coach Blake Hornbuckle commented. “We work to instill the values of a high work rate and hardened, but fair mentality when playing, which means giving everything in your tank on the field while respecting your opponent.”

Senior goalkeeper Lacey Bockhaus and senior forward Maiya Cooper represented the Lady Lion women’s soccer team on the 2012 NCAA Division I All-Central Region Teams, as announced by the National Soccer Coaches Association of America.

Middle blocker Courtney Donald secured LSWA Player of the Year honors to highlight this year’s 2012 All-Louisiana college volleyball team as announced by the Louisiana Sports Writers Association.
Football standout, Robert Alford, was named the 2012 College Sports Journal FCS National Defensive Player of the Year. Alford, considered as the top FCS prospect in the upcoming NFL Draft, earned additional postseason honors when he was one of seven Southland Conference players named to The Sports Network FCS All-America team. Already named a first-team All-Southland Conference selection, Alford was a Buchanan Award Watch List finalist and an invitee to the 2013 Senior Bowl.

Coming off its best season since 2009, Southeastern placed three members on 2012 All-Louisiana College Football Team as announced by the Louisiana Sports Writers Association, highlighted by first-team member Robert Alford. He was joined on the squad by Jeremy Meyers (Baton Rouge/St. Michael the Archangel), who was chosen as the second-team tight end, and Devan Walker (Baton Rouge/Catholic HS), who was selected as a second-team linebacker.

The dance and cheer squads brought home Silver and Bronze medals from the 2013 UCA/UDA College Cheerleading and Dance Team National Championships, held at the ESPN Wide World of Sports Complex. Competing in the Small Coed Division I (NCAA I – FCS) category, the Southeastern cheerleaders marked their second-consecutive entrance into the finals in the enviable position of first place, and finished third behind Hofstra and Bowling Green State.

The Southeastern Student-Athlete Advisory Committee got into the Christmas spirit early by contributing to the university-wide “Toys from the Heart” program. 2012 marks the seventh consecutive year the “Toys from the Heart” campaign has been a university-wide initiative. The Southeastern SAAC is partnering with Kappa Alpha Psi, Delta Sigma Theta sorority, Zeta Phi Beta sorority, Recreational Sports and Wellness and the Office of Multicultural and International Student Affairs to help provide gifts to underprivileged children in the local community.

University of Louisiana at Lafayette

The Ragin’ Cajuns football team repeated as R+L Carriers New Orleans Bowl champions with a 43-34 victory over East Carolina on December 22, 2012 before the bowl’s record crowd of 48,828 at the Mercedes-Benz Superdome. Terrance Broadway, who completed 21-of-32 passes for 316 yards and a touchdown and had 15 rushes for 108 yards, was named New Orleans Bowl MVP. Broadway’s 424 yards of total offense marked the second-most in the game’s history, bested only by his teammate Blaine Gautier (492 in 2011 New Orleans Bowl).

Women’s cross country freshman standout Anna Katherine Devitt has been named the 2012 Louisiana Sports Writers Association’s Freshman of the Year following a debut season in which she posted Louisiana’s best time in each meet.

Seven football players, including first team honorees Brett Baer, Jermarious Moten, and Emeka Onyenekwu, have been named to the 2012 All-Sun Belt Conference Football teams, which were voted on by the league’s head coaches and media.

Members of the Ragin’ Cajuns Student-Athlete Advisory Committee recently set aside time to help families in the Acadiana area. As one of their annual fall projects, the committee participated in the KLFY-TV 10 & FoodNet Food for Families Food Drive.

The football team visited Lafayette General Medical Center, interacting with staff and patients throughout Acadiana’s largest hospital. The team split into six groups and covered nearly every
area of the hospital. A group led by All-Sun Belt kicker/punter Brett Baer visited the neonatal intensive care unit and mother/baby suites to see the newborns, including a surprisingly large number of babies delivered on 12/12/12.

**University of Louisiana at Monroe**

After posting an FBS-era best eight wins during the regular season, ULM head football coach Todd Berry has been named the Sun Belt Conference’s Coach of the Year. Kolton Browning was selected as the SBC’s Offensive Player of the Year, while Brent Leonard highlighted a group of eight Warhawks as he earned first team all-conference accolades. Berry guided the Warhawks to an 8-4 record overall and the squad finished tied for second in the league standings at 6-2. The eight wins are the most since the 1993 season when ULM finished 9-3 in its final season at the FCS (1-AA) level. The Warhawks notched a five-game win streak this season, the longest such streak of the FBS-era. Browning’s Offensive Player of the Year award adds to a long list of honors received this season. Over the course of the 2012 season Browning has been honored with accolades such as: Davey O’Brien QB of the Week, Louisiana Offensive Player of the Week, Maxwell Award Watch List, Sun Belt Conference Offensive Player of the Week and Walter Camp Offensive Player of the Week.

Postseason honors continue to roll in for the Warhawks football team as nine different players were tabbed All-Sun Belt by Phil Steele. Brent Leonard highlighted the group of nine as he earned first team honors.

The Louisiana Sports Writer’s Association released its end of season awards and ULM head coach Todd Berry was named Coach of the Year while four Warhawks earned All-Louisiana honors.

The ULM duo of Daniel Mutai and Hillary Kirwa were named to the Louisiana Sports Writers Association All-Louisiana Men’s Cross Country team. Kirwa was also voted Newcomer of the Year in the state.

The softball team held its annual holiday charity event, collecting gifts for The Wellspring, a Monroe-based family support alliance. The gifts donated by the team went toward the alliance’s “Santa’s Workshop” fundraiser, in which gifts are collected and distributed to women, children, and men in need. The main function of the alliance is to support homeless families and families suffering from domestic violence.

**University of New Orleans**

Senior Jessica Stone was named “Newcomer of the Year” as the Louisiana Sports Writers Association announced its All-Louisiana cross country squads.

The men’s tennis team will enter the spring semester with the top-ranked singles’ player in the Southland Conference and state of Louisiana, as announced by the Intercollegiate Tennis Association (ITA). Rui Silva became the first UNO student-athlete to be ranked nationally in singles’ play since 2003 when the ITA slotted the sophomore No. 110 in its first rankings release of the spring semester. Viktor Loven was the last Privateer to crack the top 125 when he rated as high as No. 54 in 2003.
Members of the New Orleans men’s and women’s tennis teams took part in the House of Blues “Feed the Souls” event this past Thanksgiving. The “Feed the Souls” campaign’s goal was to serve 20,000 meals across all 12 House of Blues venues during Thanksgiving.